

# ARCHITECTURE

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All draughtsmen of good standing are invited to register when in want of a position. There is no charge.





THE NATIONAL MAINE MONUMENT, CENTRAL PARK WEST AND 59TH ST., NEW YORK  
Attilio Piccirilli, Sculptor.

H. VanBuren Magonigle, Architect.



## GRACE CHAPIN HALL, WILLIAMS COLLEGE.

CRAM, GOODHUE &amp; FERGUSON, (BOSTON OFFICE)

ARCHITECTS.

PLATES LXIV-LXVIII.

THERE can be no question but that the influence of the Ecole de Beaux Arts has on the whole been beneficial to American architects. In 1890 or 1895 we had practically no good sources of our own to draw upon, except those of the Colonial or Neo-Classic periods, which had been so completely forgotten that at about that time there was even talk of destroying the best example in the country, the New York City Hall. Had our architects at that time gone to England for their training, as might in the natural course of events have been expected, we would unquestionably have lost the largeness of view and competent and direct relation of parts which characterizes American public and semi-public architecture of to-day. Fortunately, however, some of the best men which this country has ever produced, Mr. McKim among others, had been students in the Ecole, and because of their influence American architects in increasing numbers followed in their foot steps; but between the days of those early students in the school, and comparatively recent years a considerable difference in the quality of design had grown up; the old Prix de Rome books showed designs of that simple and lovely Classic architecture in which McKim, Mead and White excel; while the later work of the school was what we have come to regard as typically French, with a wealth of exaggerated detail and rather gross ornament overlaying the splendid basic principles of simple and straightforward expression of masses and plan, which always have been and probably will continue to be, the fundamental teaching of the Ecole. The students of the school in the last years of the 19th century were, many of them, men of such splendid personal ability that a large part of American architecture was detailed in accordance with the newer tenets as well as designed according to the old, and the architecture of the country as a whole perhaps departed from what is beginning to be understood as its true course of progress. As these men continued to practice they continued to develop, and this development was away from what might be loosely called Beaux Arts design, or as Mr. Horbostel once said "Beaux Arts architecture as it is sometimes understood," and we find American graduates in the Ecole de Beaux Arts designing in a fuller, freer and simpler way than French and recurring to what seems to be the natural scale of detail of the Anglo-Saxon race. Thus Mr. John Russell Pope in his last, and what are generally considered his best houses, the residence of Mr. Hitt at Washington, and the Collier house near Redbank, has freed himself entirely from French influence in detail and sought for his prototype in one case in the English Georgian, and in the other in the countryfied American expression of the same thing. The exquisite sympathy and feeling (to use words which may mean very little, but for which there is no better expression) of the English school have made it accepted as the sort of thing toward which we ought to work, although the excellent basic principles of direct and ample circulation and logical relation of parts simplified to the last degree, have thus far prevented, and it is to be hoped will continue to prevent American public buildings from becoming the banal and complicated structures that the English architects of public buildings are not only doing, but seem to prefer. These French principles have so far permeated the architectural world of America

that we find the firm of Messrs. Cram, Goodhue & Ferguson, who prefer blasphemous to French architecture, adopting even though a little timidly, in this charming collegiate building the French method of expression of plan in elevation, although the detail is kept distinctly English, more English perhaps in certain respects than is altogether desirable. The interiors are unexceptionable; thoroughly collegiate, well proportioned and interesting in color, especially in the transition from the dark of the lower story to the white in the gallery. The exterior has a most excellent portico, with entrances of unusual quality, inspired directly by the Italianate manner of some of the Georgian work. The side is a trifle restless; the coigns of the two small pavilions have a fretfulness which reminds one of the English inability to leave a plain surface alone, and these pavilions themselves are neither too narrow or project too far to properly compose with the mass. The central portion of the side between these pavilions however, conveys a lesson of low scale and interesting ornament which should be taken to heart by any one designing a building of this type, especially where it is for collegiate work. Seldom in the best examples from historical periods have I seen a facade treated with a more personal and sympathetic touch, and the direct and almost austere treatment of the windows and the entrance, as well as of the balustrade and cornice, command complete respect.

This particular type of work is one which as any one knows who has attempted to develop it, is not to be gotten out of books; the spirit of it is too elusive and too personal; intelligent architecture invariably commands respect, but intimate architecture, whether one believes it to be good or bad, commands a more personal feeling; one could never feel on friendly terms with the New York Public Library, although one might almost fall in love with the New York City Hall, I believe that the expression of vigorous personality is almost better than great architecture, and the great architects of the world have combined the two.

## HIGH SCHOOL, EAST ORANGE, N. J.

GUILBERT AND BETELLE, ARCHITECTS.

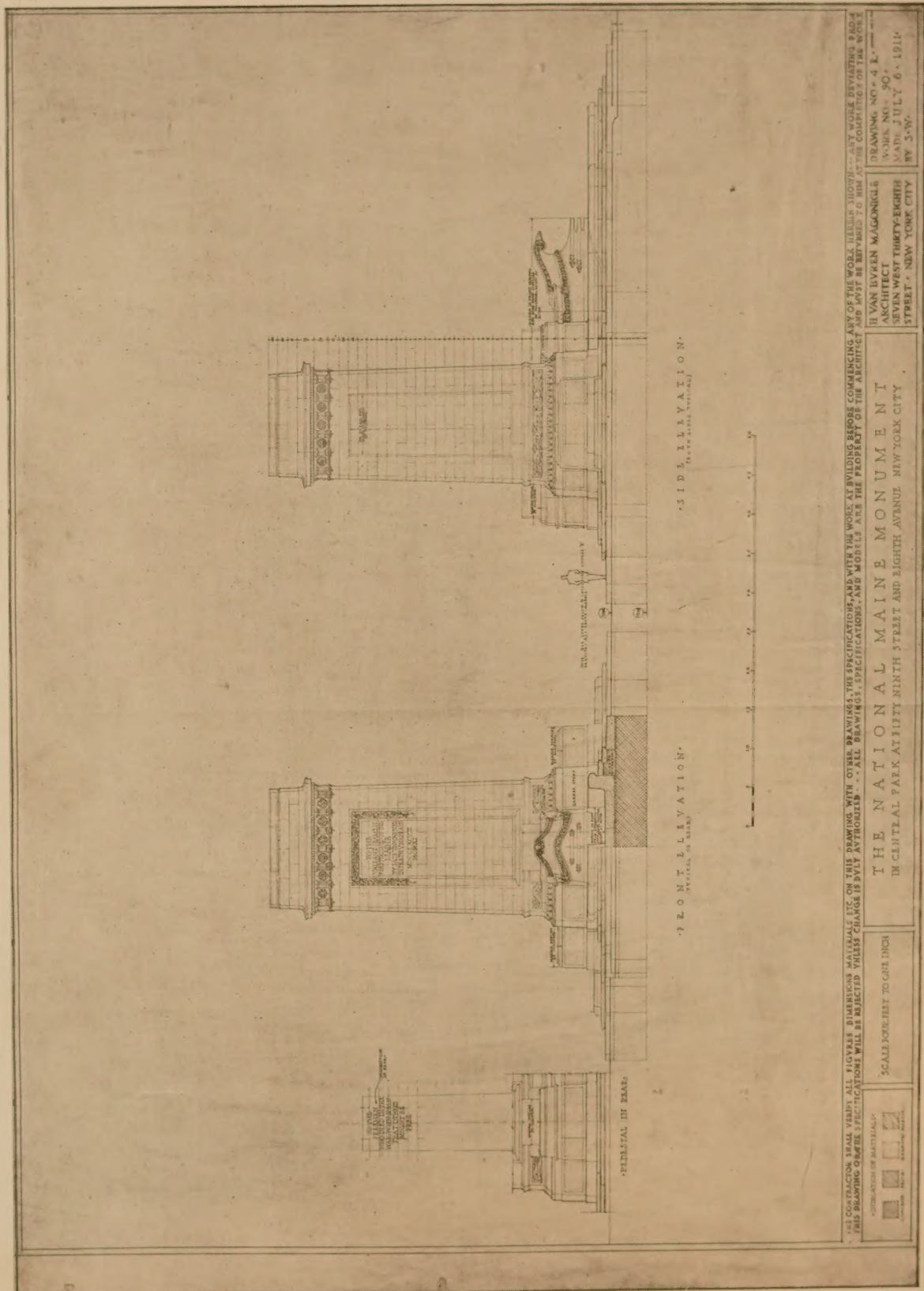
PLATES LXIX-LXX.

IT is almost a commonplace that our American republic depends for its success upon our public schools, and that this feeling is deeply implanted in the minds of the people is evidenced by the immediate and intense public sentiment which is aroused when any political attempt is made to interfere with the working of the city. This has resulted in New York City, certainly not recognized among the American cities as being free from corruption, by the retention through a long period of years of an efficient and capable architect to design the buildings to house our schools; and throughout the United States we find the school boards composed of men who though often unintelligent and inartistic are inspired with the sincere and high minded purpose to train and house the school children as well as it can be possibly done.

School house work averages through the country better in design and construction than in any other class of public buildings, and I think one reason that they are not still better, is because the school boards feel their obligation toward their communities so deeply that they are unwilling to spend money for professional advisers and competitive work, because they do not realize the advantage of professional

(Continued page 149)







(Continued from page 147)

advisors in judging such competitions. I believe, nevertheless, that the great majority of American school boards, some of them in a dim and groping way it is true, but others clearly and directly, are searching for the best architecture as well as the best accommodation, so when we find an intelligent school board, we find such structures as these two East Orange schools.

It would perhaps be unfair to assert that Messrs. Guilbert and Betelle have in a very few years, and with the comparatively small number of structures placed themselves above comparison in school architecture; there are too many other good men in the field for that assertion to stand, but they are young men distinctly in the forefront of school work both practically and artistically, and are neither afraid nor ashamed to admit having been benefited by the splendid work of Mr. Snyder in New York, Mr. Ittner in St. Louis, and the architects of the Boston School Board. Mr. Guilbert is the architect of the School Board of Newark, and Messrs. Guilbert and Betelle together of East Orange and one or two other towns, and the structures which they have achieved have set a standard not previously reached in New Jersey.

The East Orange High School was erected as an addition to an existing building, but was so much larger and more complete in every way than the old building that this has become a mere appendage to its addition. A critical study of this kind is hardly the place in which to go into the details of school plan, nor is the writer sufficiently familiar with its requirements to express a valuable opinion, but a superficial survey would lead one to believe that a plan as straightforward and intelligible as this must well fulfill the requirements. The exterior is a very interesting piece of design of the pseudo-Jacobean type, which adapts itself so well to the large openings required in school rooms. The entrance is flanked by a pair of towers well shaped, and the frontispiece is a very agreeably detailed piece of stonework. Jacobean design as usually executed is too apt to become clumsy and brutal, because of too great prominence of detail, but if in low relief is negative and uninteresting; the architects have in this case struck a very happy medium.

#### NEW YORK MUNICIPAL BUILDING.

MC KIM, MEAD & WHITE, ARCHITECTS.

PLATES LX-LXIII.

**A** MONUMENTAL building, forty stories high, is nothing less than an architectural wonder and achievement. The design and ornamentation of such a structure is necessarily controlled by considerations rarely, if ever, met in any former building. Its success or failure from the architectural standpoint, will have to be determined by later works of the same type which may arise and afford a comparison.

The plan is practically U shaped, the hollow of the U forming a court open on one side facing west. Across this opening is a screen of columns connecting the north and south pavilions. The colonnade will, eventually, be crowned with colossal figures and the effect will be continued around the entire building in the shape of pilasters rising to a height of 50 or 60 feet. From the middle of the court on the eastern side rises the tower. The total cubical contents of the building is 19,490,000 cubic feet and there is a net office floor area of 648,000 square feet.

Granite required in construction was 750,000 cubic feet

and 26,000 tons of steel were used. The total height of building from curb to top figure is 580 feet.

There are thirty-three elevators. The building will house all the departments of the City Government excepting the Police, Fire and a few minor departments.

#### APARTMENTS, 903 PARK AVENUE.

WARREN & WETMORE AND ROBT. T. LYONS, ARCHITECTS.

PAGES 152-153.

**T**HE past few years have been marked by a vast change and advancement in the style and general excellence of New York apartment houses. The conditions are so improved that hitherto exclusive residential neighborhoods have been the scene of an invasion of the high class apartment building and it is a notable fact that they have not been the cause of disapproval or opposition on the part of the property owners.

The latest of these enterprises is an addition to a long list of Park Avenue apartment houses, and it has the distinction of being the tallest of them all. In construction, decoration and equipment it may be classed as second to none. The planning arranges for one apartment to each floor and the individual treatment affords the advantage of a city residence with all the conveniences of a country house.

The heating system will be watched with interest by architects, owners and engineers. This is the first instance where the Vapor Heating System has been employed in a very high building. It is simple and economical in installation and operation. In this house the builders have summed up the experience of years in the design and building of apartments.

#### THE LAW OF ARCHITECT, OWNER AND CONTRACTOR.\*

BY CLINTON H. BLAKE, JR.

(Of the New York Bar).

(Continued)

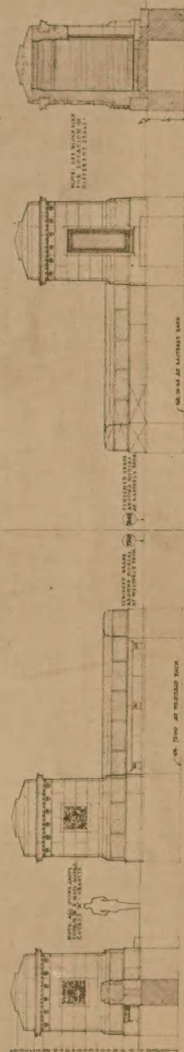
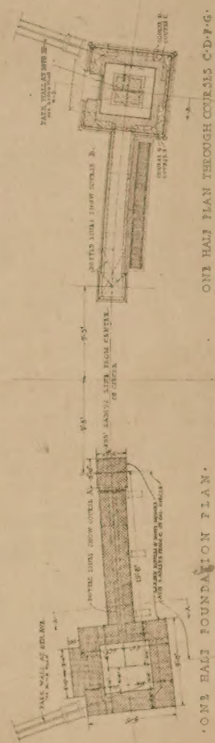
Thus a provision giving to the architect the power to make changes in plans or specifications, has been held not to contemplate or authorize any radical changes from the plans or specifications, but only such incidental changes as may fairly be considered to be necessary to complete the work, in accordance with the general intentions of the parties. And where a contract provided that a dam to be constructed was "to be built of masonry" and then provided that the engineer in charge could "make alterations in the line, grade, plans, form, position, dimensions, or materials," the court held that the authority was insufficient to authorize the engineer to change the dam from one of masonry to an earthen dam with a masonry core. (The National Contracting Co. v. Hudson River Water Power Co. 192 N. Y. 209.)

It must not be supposed that the owner can, under any and all circumstances, when the architect has exceeded the limits of his agency powers escape responsibility, if by his conduct he has impliedly ratified his agent's acts, or so acted himself as to cause others to reasonably suppose that the acts of the agent were with his approval, and so estopped himself from claiming, certainly as to third parties, that the acts were in reality without his sanction or authority. So, where alterations are ordered by the architect in the presence of the owner, who does not then demur or question

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\*This series of articles began in the June (1913) number.





GATE HOUSES

THE CONTRACTOR SHALL VERIFY ALL FIGURES DIMENSIONS MATERIALS ETC ON THIS DRAWING WITH OTHER DRAWINGS, THE SPECIFICATIONS, AND WITH THE WORK AT BUILDING BEFORE COMMENCING ANY OF THE WORK HEREIN SHOWN... ANY WORK DEVIATING FROM THIS DRAWING OR THE SPECIFICATIONS WILL BE REJECTED VALUED CHANGE IS ONLY AUTHORIZED BY THE ARCHITECT.

THE NATIONAL MAINE MONUMENT  
IN CENTRAL PARK AT FIFTY NINTH STREET AND EIGHTH AVENUE NEW YORK CITY

SCALE: ONE INCH TO ONE FOOT

DESIGNED BY H. VAN EYKEN MAGONIGLE  
DRAWING NO. 6  
WORK NO. 90  
MADE JULY 6 1911  
BY S. W.

STREET - NEW YORK CITY



(Continued from page 149)

them, the authority of the architect to order such alterations is presumed, and this even though in the contract it be provided that any orders for alterations must be in writing. (Perry v. Levenson, 82 N. Y. A. D. 94 affirmed, without opinion, 178 N. Y. 559.) Similarly if the architect, during the progress of the work has made repeated changes in the plans which the owner has ratified and approved, and the architect makes further extensive changes and alterations, the contractor is justified, by the actions of the owner, in depending on the architect's authority as to these final changes and alterations and the owner, who has received the benefit thereof, cannot successfully defend an action by the contractor, on the ground that the architect has exceeded his authority. (Jackson Architectural Iron Works v. Rouss, 39 St. Rep. 359, 15 N. Y. Supp. 137—judgment affirmed without opinion, 133 N. Y. 538.)

The architect in his capacity, certainly, as superintendent, may be considered as the agent of the owner within the scope of his authority (Vanderhoof v. Shell, 42 Oregon 578, Brinn v. McGregor [Tex. Civ. App. 1898] 45 S. W. 923. Kilgore v. Northwest Texas Baptist Educational Society 89 Tex. 465), but he is the agent of the owner for the purposes only of the contract in connection with which he is employed (Richard v. Clark, 43 Misc. 622).

As in the case of an attorney or special trustee, so in the case of an architect, his employment is based upon personal trust, and confidence in his honesty, ability and skill. He consequently cannot without express authority or permission so to do, delegate his authority to another. This is in accordance with the old agency maxims of "delegatus non potest delegare" and "delegata potestas non potest delegare." In one state at least these have been so strictly applied as to forbid the architect from delegating his authority as arbitrator to his partner without the consent of his employers. (Wright v. Meyer, (Tex. Civ. App. 1894), 25 S. W. Rep. 1122). When a firm is employed, as a firm, and dependence is not placed specially upon one member of the firm, this rule would not apply, and where an architect's partner has been in charge of the work and has been recognized by both the owner and the contractor as being so in charge, he can by signing an arbitration provided for in the contract bind both parties, although his individual name does not appear in the firm title and is not mentioned in the contract. (Wymard v. Deeds, 21 Pa. Super Ct. 332.) In any case if the parties mutually consent there can be no objection to the architects delegating his authority to another, and, of course, the parties themselves may waive conditions in the contract which, without express authority, the architect could not waive. (Smith v. Molleson, 148 N. Y. 241. Wagner Co. v. Cawker, 112 Wis. 532. Bannister v. Patty's Exec's, 35 Wis. 215. McPherson v. Rockwell, 37 Wis. 159. Boden v. Maher, 105 Wis. 539. Wambald et al v. Gehring, 109 Wis. 122. Page on Contracts, 9th Ed. §1468. Weatherhogg v. Board of Commissioners of Jasper County, 158 Ind. 14.)

The rule "delegata potestas non potest delegare" must not be taken as meaning that there are no details of the work which an architect can properly delegate to others, for it is manifest that it would be impossible, as a modern architect's office is conducted, for the architect to personally attend to every detail, no matter how slight or trivial. There are many duties, of a more or less ministerial and clerical character, which can and indeed must be delegated, if the work

is to be carried forward with despatch, and without undue interference with the other work on hand. The general rule is well stated in an early English decision where it is said that "when a man employs an agent relying upon his peculiar aptitude for the work entrusted to him, it is not competent to that person to delegate the trust to another; but, where the act to be done is of such a nature that it is perfectly indifferent whether it is done by A or B, and the person originally entrusted remains liable to the principal by whomsoever the thing be done, the maxim 'delegata potestas non potest delegare' does not apply." (Hemming v. Hale et al, 7 C. B. N. S. [Common Bench, New Series] 487.) In another and comparatively recent English case, in which the decision of the Master of the Rolls was upheld, the latter gave the following statement of facts and decision: "By the terms of the contract the architect could order the removal of any materials used in the building that appealed to him as not up to the specified quality. What the architect actually did was to examine the wood on the ground, and, finding that it was not of the required quality, he directed the clerk of the works to mark the timbers already put in the roof of the sorting house to which he objected. Upon that gentleman's report, the architect framed his certificate, and the question was whether in these circumstances the architect could be said to have adjudicated on the matter. It was perfectly obvious as a matter of business that one could not expect an architect to go into every detail himself and he (the Master of the Rolls) had no hesitation in holding on the authorities that the architect, having himself first ascertained that the timber being used was not of the stipulated quality, was perfectly entitled to delegate the duty of particularizing which of the timbers had to be removed." (Graham v. The Commissioner of Works, Builder, Nov. 15, 1902, p. 456, cited by A. M. Brice in "The Legal Authority of the Architect as an Agent.")

In delegating his authority the architect should have a care to delegate it to one in whom he can reasonably feel entire confidence as by placing more than a reasonable amount of confidence in the clerk to whom the authority is delegated, he would by reason of his negligence in so doing, render himself liable for any damages occasioned the owner by reason of the incapacity of, or improper performance of his duties by, the clerk. (A. M. Brice, *Supra*, citing Lee v. Lord Bateman, Times, October 31, 1893.) The architect must remember that it is always he himself who is the agent of his client and that while he may delegate such details as it is proper and reasonable that he should, the responsibility remains his and the owner has the right to look to him and to him alone for the proper performance of his duties as architect.

The question often arises whether, under circumstances of sudden necessity or exigency, the architect may order extra work to be done or steps taken, under the powers conferred upon him in the ordinary case. If a beam break, for instance, is the architect authorized to have emergency measures taken, at once, and without consultation with the owner, for the safety of the other details of the work and of the building?

It has been held that whether an agency "is conferred in the one way or the other, (viz., orally, or in writing) it is, unless the contrary manifestly appears to be the intent of the party, always construed to include all the necessary and usual means of executing it with effect." (Story on

(Continued page 153)





APARTMENTS, PARK AVE. AND 79TH ST., NEW YORK.

Warren & Wetmore and Robt. T. Lyons, Architects.



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Agency, 9th Ed., §58, page 71.) And in a leading case in New York State, the rule is held to be that "whatever may be necessary to complete an act an agent is authorized to perform is included within the authority of the agent." (Robinson v. Springfield Iron Co. 39 Hun 634.) Following this rule and the rule that an architect has authority to proceed in the usual way (Moon v. Guardians of the Poor, 3 Bingham's N. Cas., 814), it has been stated that an architect is able in an emergency and unforeseen circumstances, to bind his employer for extra work and materials and to disregard the letter of the original agreement where such extra work and materials, although a variance from the terms of the agreement, are necessary to secure the safety and the security of the building.

(Clark on Architects, p. 82, citing Gibson County v. Matherwell Iron etc. Co., 123 Ind. 364.)

It does not seem safe however to accept this as the proved general rule. The Indiana case of Gibson County v. Matherwell etc. Co., referred to by Mr. Clark, is itself decided on a state of facts showing that the building was accepted by the owner, and in both this and other respects does not seem to justify the broad doctrine for which it is cited, and there are varying views in most respectable jurisdictions (Stuart v. Cambridge, 125 Mass. 102). While the courts may be inclined to stretch a point here and there to relieve the architect where he has acted, probably for the best, under circumstances of sudden necessity, they recognize, nevertheless, the danger of any general opening of the door, to an extent which might be taken advantage of to unduly broaden the rules which experience has shown it to be wise to adopt in limitation of the implied powers and authority of an agent.

An architect in ordering extras or alterations or additions, by reason of the very fact of his employment as the agent of the owner, must, in many cases, impliedly represent himself as having authority to authorize the extras and changes directed, and, as it has long been recognized that an architect falsely representing himself as having authority to bind his principal for work and materials incurs a personal liability therefor, (Randell et al v. Trimen, 18 C. B. [Common Bench] 786.) it is apparent that, with the best of intentions, the architect may, by a little excess of zeal or lack of care on his part, incur a loss far exceeding any possible compensation received by him from the work in hand. So, in the case of extras, he has no implied authority to authorize as extras, work which should have been included or shown in his own specifications or drawings, nor work,

which, while not specified, is absolutely essential to the completion of the contract and for which it should have been the duty of the builder to make allowance in his estimate, knowing it to be essential; nor yet, may he, where his drawings are not practicable, order as extras the work necessary to make them practicable. (Brice, [A. M.] "The Legal Authority of the Architect as an Agent.")

There is but one way in which the architect can properly protect himself from the danger of incurring personal liability under one or another phase of his position as the agent of his client, and that is to exercise the utmost care not to exceed the express or implied authority which he knows himself to possess; not to act on any point where there is the slightest doubt of his full authority to act, without securing that authority; to take nothing for granted, but to be guided by the contract and the authority which, orally or in writing, he has received; to refuse to take the

chance that the owner will ratify what has been done, where it is possible to in any way communicate with the owner and secure his approval and assent; and wherever a point of ambiguity or uncertainty arises, to ascertain, before acting, just what construction, legally, is to be placed upon the provisions by which his authority and liability are specified, governed and determined.

It may be well that, as a practical matter, in many cases, a quick decision must be made or the securing of the approval of the client in advance prove impossible, but so far as possible, nothing should be taken for granted or assumed on the point of agency if the architect would avoid complications and personal loss. If the contract or understanding under which he is acting does not clearly confer upon him such authority, express or implied, as a particular devel-



TYPICAL FLOOR PLAN, APARTMENTS, PARK AVE. AND 79TH ST., NEW YORK.  
Warren & Wetmore and Robt. T. Lyons, Architects.

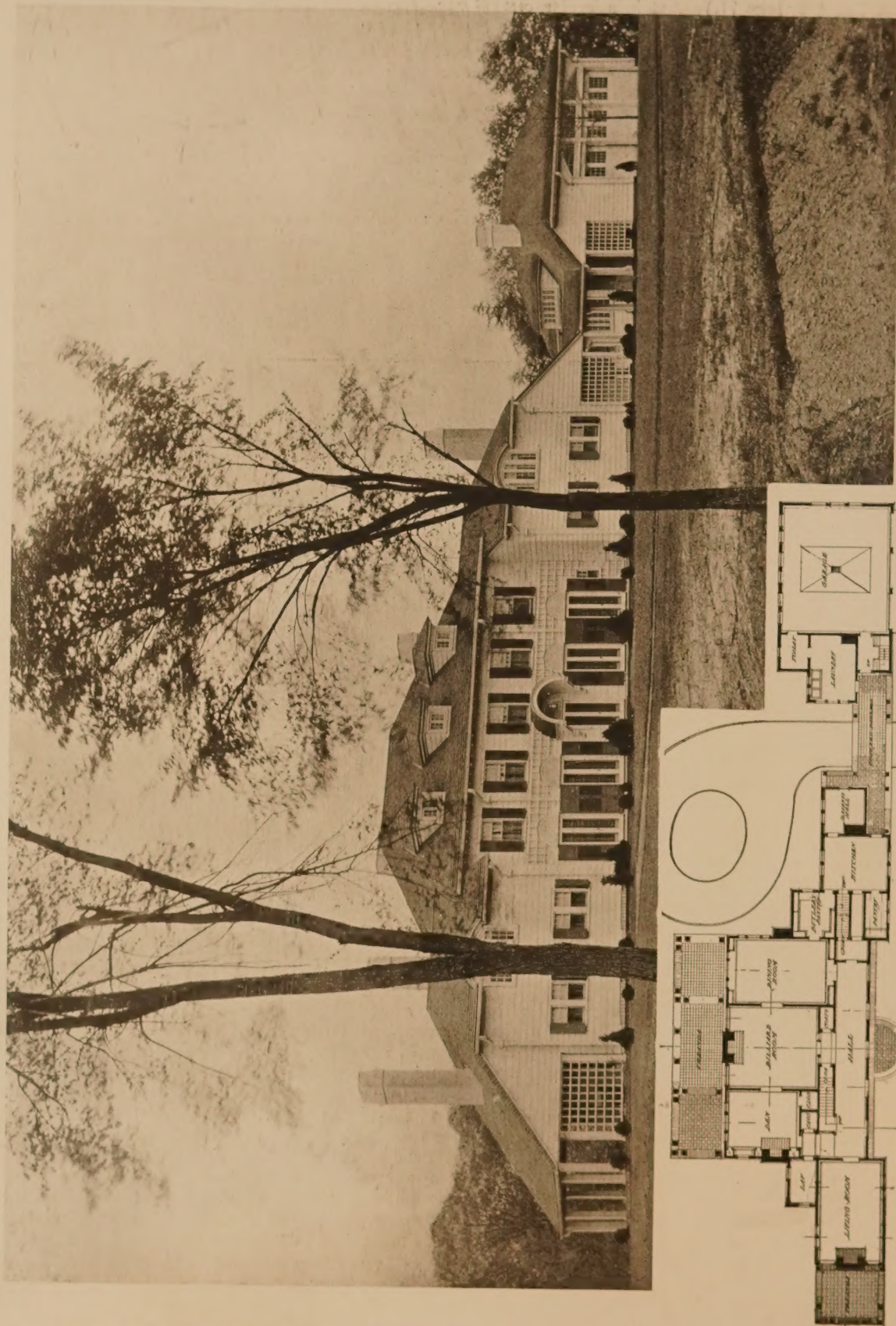
opment may necessitate, let him, before acting, secure that authority if this be a possibility, in writing if practicable, if not, orally, in person or by telephone, in some form in any event. Only by doing this will he be protected, and only thus will he avoid the danger of suffering sooner or later, and, in all likelihood sooner rather than later, a loss which will more than counterbalance any advantages which he may have secured by taking chances in the past and trusting to the sense of fairness of those employing him to save him harmless. And let him always, under any circumstances, be very critical of any authority which is by implication rather than express, even though the implication seems to his mind entirely clear and inevitable.

#### THE COMPENSATION OF THE ARCHITECT.

There is perhaps, and quite naturally, nothing in the

(Continued page 155)





ENTRANCE FRONT AND FIRST STORY PLAN, HOUSE, LEONARD D. FISK, WEST HARTFORD, CONN.

Smith & Basset, Architects.



(Continued from page 153)

whole subject of more interest to the architect than the matter of his compensation; the theory upon which his right to it is based; the circumstances under which it may be rightfully recovered and the circumstances also when for one reason or another, although work has been done, and, quite probably, a goodly amount of it, no recovery can be had.

The recovery by an architect for services rendered may be based either upon the theory of direct contract or upon the theory of what is known in the law as quantum meruit. If based upon the contract, the recovery is for the specified amount which by the terms of the contract the owner has agreed to pay the architect as his fee. If based upon quantum meruit the recovery is not upon the theory of a definite contract price, but for the reasonable value of the work done and services rendered. In the ordinary case of a suit for goods sold and delivered, for instance, the recovery may be for a certain number of yards of goods at an agreed price, of, say, one dollar a yard, or, if no price has been agreed upon, and the goods have been delivered and accepted by the defendant, the recovery may be for the reasonable value of the goods delivered, which may be a dollar a yard, or more or less. So, in the case of personal services rendered, if a definite commission or rate of compensation has been agreed upon the recovery will be in accordance with the commission and rate thus established. If there has been no such definite agreement the recovery will be for such amount as will represent the reasonable value of the services rendered. It will be seen that there is a vast difference between the two theories of recovery. In the case of a definite contract the architect need not prove that the services are reasonably worth the amount claimed—all that he need prove is that the client agreed to pay him a certain compensation for his services, that the services have been performed and that the agreed compensation has not been paid and is due accordingly. If he cannot prove such definite agreement then it is that he must fall back upon the quantum meruit count and asks compensation for the reasonable value of his services. If there has been a definite contract the fee agreed upon is of course just as controlling upon one of the parties as upon the other; that is, the architect, if he agrees to serve for an agreed compensation cannot claim more on the theory that the services are worth more, and disregarding the existence of the contract, elect to recover on quantum meruit instead and, similarly, the client cannot, under these circumstances, pay less than the amount agreed, where the services have been duly performed in accordance with the terms of the contract. If there be no contract a recovery may be had for the full reasonable value of the services, irrespective,—except insofar as it may be considered in determining the reasonable value—of whether their value is more or less than the amount, which the architect might have been willing to accept if a definite agreement had been entered into. In a case where the architect and owner enter into a definite contract covering the amount of the compensation to be paid, and the contract is performed by the architect and the building is completed in the ordinary course and without differences arising, there will, of course, be little room for any complications in regard to the architect's fee. But when the cases are reached wherein no definite contract is made, and preliminary sketches are prepared with no statements made and nothing said in regard to the matter of compensation; or, where special conditions regarding the character of the building or its cost are stipulated

by the owner as terms of the contract; or where plans are submitted in competition, or where, perhaps, after ordering the preparation of sketches and plans and specifications, the owner for one reason or another decides not to proceed with the contract, very different situations are presented; situations which in their very nature make it quite possible, and indeed probable, that differences of opinion will arise, as to whether any fees are payable or not, and if so, to what extent and in what amounts.

An architect is no more an eleemosinary institution than any other professional or business man, and, broadly and in the absence of such other circumstances or conditions as we will note hereafter, where a client requests an architect to prepare and furnish plans and the latter does so, he is entitled to be paid for his services. (*Smithmeyer v. U. S.*, 25 Ct. Cl. 481, judgment affirmed 147 U. S. 342; *Maas v. Hernandez*, 48 La. Ann. 264, 19 So. 269; *Canfield [New England Monument Co.] v. Johnson et al*, 144 Pa. St. 61, 22 Atl. 974). And unless at the time the order for the plans is given and the work on them is done it is agreed directly, or impliedly from what is said, that they are submitted on approval or on conditions specified as to their acceptance, the client, by requesting their preparation and by receiving them, incurs a liability to pay for such of them as may be completed before the order is countermanded, and this entirely irrespective of whether the plans are ultimately used or not. (*Pierce v. Thurston*, 40 App. Div. [N. Y.] 577, reversing court below; *Nelson v. Spooner*, 2 F. & F. 613; *Kutts v. Pelby*, 20 Pick. [Mass.] 65; *Marcotte v. Beaupre*, 15 Minn. 152; *Driscoll v. Independent School District*, 61 Iowa 426).

Where the owner gives to the architect specific directions in regard to the character of the plans desired, the architect cannot recover unless the plans are made in accordance with the directions received (*Smith v. Dickey*, 74 Texas 61, 11, S. W. 1049). One of the conditions most frequently specified by the owner is that the plans are to cover a building which shall not exceed in cost a definite specified maximum. Where such a condition is prescribed, no compensation can be recovered for the plans or for their preparation in the event that, as finally submitted, they cover a building exceeding in cost the stipulated maximum amount. (*Walsh v. St. Louis ect. Assn.*, 101 Mo. 534; *Ada St. Methodist Episcopal Church v. Garnsey*, 66 Ill. 132; *Maak v. Schneider*, 57 Mo. App. 431; *Emerson v. Kneezel*, 62 S. W. [Tex. Civ. App. Dec. 1900] 551; *Smith v. Dickey*, 74 Tex. 61—11 S. W. 1049; *Feltham v. Sharp*, 99 Ga. 260; 25 S. E. 619.) Again, if the architect submit estimates of the probable cost of the building, he cannot, it has been held, recover his fee for the plans prepared unless the cost of the building is reasonably close to the estimates submitted (*Moneypenny v. Hartland*, 1 C. & P. [Carrington & Payne], 352, 11 E. C. S. 414; *Nelson v. Spooner*, 2 F. & F. [Foster & Finlanson] 613; *Smith v. Dickey*, 74 Tex. 61). If, however, the architect upon finding that the cost of the building, if erected in accordance with the plans prepared and submitted, will exceed the amount stipulated by the owner as the maximum amount which the building is to cost, or exceed the cost as given in his estimate, submit suggestions as the result of which and by following which the work can be properly done at a less cost and at a cost meeting and consistent with the requirement as to

(Continued page 157)





LAWN FRONT AND SECOND STORY PLAN, HOUSE, LEONARD D. FISK, WEST HARTFORD, CONN.

Smith & Brewster, Architects.



(Continued from page 155)

the stipulated maximum cost or the estimate submitted, he will be entitled to his compensation.

In a leading case on this last point, decided in Iowa, the architect, in consideration of a three per cent. commission, agreed to furnish preliminary sketches and complete working drawings and specifications, to superintend the building operations and to make settlement of all accounts. He prepared the plans and specifications and was proceeding to carry out the other provisions of his agreement when the owner announced his decision not to proceed with the building. It appeared that the parties contemplated a building to cost not more than \$10,000, and that the plans and specifications as originally prepared entailed an expense in excess of \$16,000. Subsequently, finding that the cost would reach this sum and thus exceed the \$10,000 contemplated, the architect suggested certain changes which would bring the cost within the contemplated \$10,000 limit. The drawings were then accepted by the owner. The court held that the architect could recover for his services in preparing the plans and specifications and that the fact that the drawings, as at first prepared, called for a \$16,000 building was, under the circumstances, no bar to the right of recovery. It should be noted that in the foregoing case there was a direct acceptance of the plans by the owner, which of course strengthens the position of the architect; but the doctrine, as laid down, is nevertheless clear, that an architect by suggesting changes whereby the cost is reduced within the amount specified may place himself in a position where the owner cannot rightfully refuse payment on the ground that the cost exceeds the amount specified or estimated. Of course, such suggestions for modifications, whereby a reduction in cost is to be effected, must be made in practical form, in good faith, and with reasonable promptness; they will not have the same favorable effect, from the standpoint of the interests of the architect, if made tardily or after the claim has been pressed and a recovery for services sought.

(To be continued)

### MODERN ARCHITECTURE.

RECENTLY, at the Royal Institute of British Architects, a lecture was delivered by Mr. Thomas Hastings, of New York, on "Modern Architecture." Mr. Reginald Blomfield, A.R.A., the President, occupied the chair, and the address was illustrated by numerous lantern views.

Mr. Hastings said that American architects were often confronted with the question as to why they did not have an architecture of their own—one which was essentially American. "The majority of people do not seem to realize," he continued, "that, in solving problems of modern life, the essential is not so much to be national or American as it is to be modern and of our own period. The important and indisputable fact is not generally realized that from prehistoric times until now each age has built in one, and only one, style. But in our time, contrary to all historic precedents, there is a confusing selection from the past of every variety of style. Why should we not be modern and have one characteristic style, expressing the spirit of our own life? History and the law of development alike demand that we build as we live.

"The irrational idiosyncrasy of modern times is the assumption that each kind of problem demands a particular style of architecture. Through prejudice, this assumption has become so fixed that it is common to assume that, if building a church or a university, we must make it Gothic;

if a theatre, we must make it Renaissance. The two parties with which we must contend are, on the one hand, those who would break with the past, and, on the other, those who would select from the past according to their own fancy.

"Style, in its growth, has always been governed by the universal and eternal law of development. This evolution has always kept pace with the progress of the political, religious, and economic spirit of each successive age. It has manifested itself unconsciously in the architect's designs, under the imperatives of new practical problems and of new requirements and conditions imposed upon him. This continuity in the history of architecture is universal. Compare the Roman Orders with the Greek and with previous work. When Rome was at its zenith in civilization, the life of the people demanded of the architect that he should not only build temples, theatres, and tombs, but baths, palaces, basilicas, triumphal arches, commemorative pillars, aqueducts, and bridges. When the Roman architect was given such varied work to do, there was no reason for his casting aside all precedent. While original in conception, he was called upon to meet these exigencies only with modifications of the old forms. These modifications very gradually gave us Roman architecture. These orders were to be brought in contact with wall or arch, or to be superimposed upon one another, as in a Roman amphitheater. The Roman recognition of the arch as a rational and beautiful form of construction, and the necessity for the more intricate and elaborate floor plan, were among the causes which developed the style of the Greek into what is now recognized as Roman architecture.

"Compare a workman of to-day building a Gothic church, slavishly following his detail drawings, with a workman of the 14th century doing such detail work as was directed by the architect, but with as much interest, freedom, and devotion in making a small capital as the architect had in the entire structure. Perhaps doing penance for his sins, he praises God with every chisel-stroke. His life-interest is in that small capital; for him work is worship, and his life is one continuous psalm of praise. The details of the capital, while beautiful, may be grotesque, but there is honest life in them. To imitate such a capital to-day without that life would be affectation. Now a Gothic church is built by laborers whose one interest is to increase their wages and diminish their working hours. The best Gothic work has been done, and cannot be repeated. When attempted, it will always lack that kind of Mediæval spirit of devotion which is the life of Mediæval architecture.

"If one age looks at things differently from another age, it must express things differently. We are still living to-day in the period of the Renaissance. This Renaissance is a distinctive style in itself, which, with natural variations of character, has been evolving for almost four hundred years. Imagine the anachronism of trying to satisfy our comparatively realistic tastes with Gothic architectural sculpture, or with painting made by modern artists. In every case where the Mediæval style has been attempted in modern times, the result has always been dull, lifeless, and uninteresting. The time must come, and I believe in the near future, when architects, of necessity, will be educated in one style, and that will be the style of their own time.

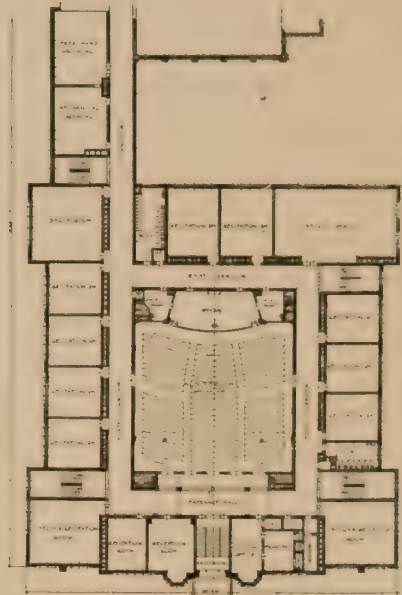
"To be truly modern, we must realize that beauty of design and line in construction builds well, and with greater economy and endurance than construction which is mere engineering. The qualitative side of construction should first be considered, then the quantitative side. The

(Continued page 159)





BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



(Continued from page 157)

practical and the artistic are inseparable. There is beauty in Nature because all Nature is a practical problem well solved. The truly educated architect will never sacrifice the practical side of his problem. The great economic as well as architectural calamities have been performed by so-called practical men with an experience mostly bad and with no education."

#### COMMUNICATION.

EDITOR OF ARCHITECTURE,

527 Fifth Avenue, New York City.

DEAR SIR:

I read this morning with much gratification your announcement in the current issue of ARCHITECTURE of the publication of a series of articles, setting forth an explanation to architects on the legal status of the profession.

Doubtless the point I wish to call your attention to will be covered in these articles, but fearing that it might not, I want to call your respectful attention to something that has twice caused me to lose really large sums of money.

*First.* I was employed by the President of the Trustees of a Hospital to design a building that would cost one million dollars (\$1,000,000) for hospital purposes. This I did, and the work progressed under the criticisms of the Medical Director of the Hospital and his associates. The project was held in abeyance for several years. The then President of the Board who had employed me, died, and his successor decided to build the Hospital in a different way, on a different site. When it came to the question of reimbursing me for work already done on the abandoned scheme (complete working drawings and specifications) I was informed that if I had any bill to render I should render it to the estate of the man who was dead, the former President, as he had acted in employing me for that purpose without authority from the Board, and my only redress was to recover from the estate. For many reasons I had to let the matter drop.

The next case was where I was employed by the Mayor of a municipality by letter, which was a creditable contract even to the point of having the schedule of the Institute specifically mentioned as the rate I was to be paid for my services. The successor to the then Mayor entirely repudiated this contract—the building will never be built—the project only having gotten as far as advertising and receiving the bids, and I have no redress, because the existing Mayor, though advised by the Philadelphia Chapter of Architects that the bill I rendered was right and proper, promptly stated that no architect has a right to be paid so much money, and that any architect who would do work under his predecessor was unwise and foolish.

I think if your legal articles would strike strongly a note of warning to men as to their proper procedure in matters of this kind, it might help some of us from losing money, until after they have gone through the experience that I have gone through.

Very truly yours,

June 18th, 1913.

#### A CORRECTION.

**I**N the publication of the Woolworth Building in June ARCHITECTURE it was stated in our text that "The walls are covered with Sienna Marble." We are pleased to correct an error. The walls are covered with Greek Skyros Alpha Marble.

#### INDIRECT ILLUMINATION IN HOTELS AND CLUBS.

M. R. DORMITZER.

**W**ITH the great improvements made in the methods of proper sanitation, heating and ventilating in hotels and clubs, it is almost unbelievable that so little attention should be given to just as equally an important a subject as that of proper lighting.

With the introduction of indirect illumination into this field, however, an opportunity is offered to keep this phase of hotels and clubs abreast with the progress made, and has helped solve the problem of getting a soft evenly diffused light, and at the same time has brought out the architectural decorations and features as desired by the architect.

The success of these installations is largely due to the scientifically designed one piece silver plated reflectors used in each of the indirect lighting bowls. For each size of lamp a special reflector is used so that to use to the best advantage, the greatest amount of light from the lamp. This light is directed to the ceiling down to the working plans in such a manner as to insure maximum effective distribution. Concentrating or distributing reflectors are used depending on the condition of the interiors under consideration. To obtain the best results not only must the proper reflector be used, but the fixture must hang the correct distance from the ceiling. The efficiency of these reflectors has been shown through years of service to be high, and the ease with which it may be cleaned makes them a thoroughly commercial proposition.

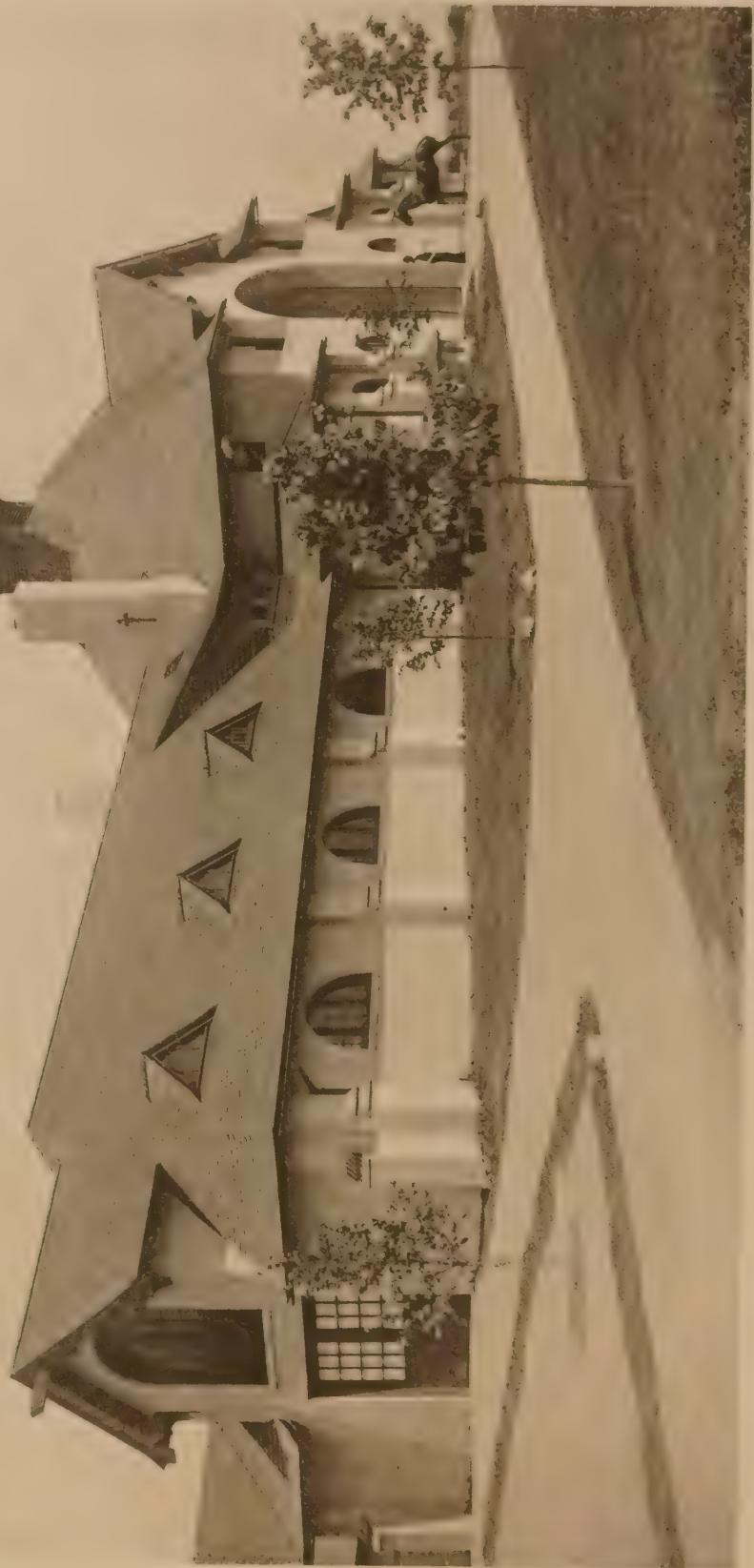
On account of the various structural conditions it is practically impossible to standardize any particular equipment for the purpose of cleaning. Where the fixtures are small and of a weight to be handled with a single block the usual arc lamp cut-out pulley with multiple wiring connections has proven to be a very satisfactory device, as it is possible with these cut-out pulleys to lower the fixtures without sending an attendant to the attic to break the wiring connections.

For fixtures of greater weight, stranded steel cable can be used with a block and a small safety worm gear winch. As it is necessary to turn this winch to lower the fixtures as well as when raising them, there is no chance for breakage of lamps or dropping the fixtures. The operation of the worm gear is considerably slower than the ordinary winch, but it is of considerable advantage on account of this safety factor.

A pulley of the proper size for the cable to be used, the size of the cable being determined by the weight of the fixture, is attached to the rafters directly over the opening in the ceiling above the fixture, and the winch is fastened to one side on a platform made of two pieces of 2 inch by 8 inch timber attached to the joists with lag screws. The winch is bolted to this platform with half-inch bolts. The wiring connections are taken care of by the installation of a fuse box close to the opening in the ceiling. This box should be fitted with approved theater connecting plugs and the leads from the fixtures coming up the fixture suspending chains are left sufficiently long that with the fixture in place there is ample slack to take the strain off the conductors and the connecting plugs. When the fixtures are lowered for cleaning, these plugs are pulled apart and the half plugs with the leads belonging to the fixtures are tied about the cable in such a manner that when the fixture is again raised the leads will come up through the hole in the ceiling.

(Continued page 161)





"BELTON FARM" STABLE, GREENWICH, CONN.

Arthur Ware, Architect.



(Continued from page 159)

The great possibilities in the use of indirect illumination, can best be shown by citing a few typical installations.



I. BALL ROOM, SOUTH SHORE COUNTRY CLUB, CHICAGO.

DATA: 62 feet by 100 feet. Area, 6,200 square feet. Height of main ceiling, 28 feet. Height of promenade ceiling, 20 feet. Number of fixtures: 3 main fixtures containing 23-100 watt clear bulb Mazda lamps. 28 promenade fixtures, containing 1-100 watt clear bulb Mazda lamps. Distance from top of reflector to ceiling, main fixtures, 6 feet. Promenade fixtures, 30 inches. Approximated foot candles, 2.8.

This ball room is in the South Shore Country Club, which is one of Chicago's largest social organizations. The room is situated in a separate building connected to the main building by a passageway. The main ceiling is supported by 30 Ionic columns and has a promenade 12 feet wide around all four sides. The main ceiling has a single panel while the promenade ceiling is divided into twenty-eight panels of 12 feet each; the color of same is ivory with dark red panels on side walls.



II. BARBER SHOP, AUDITORIUM HOTEL, CHICAGO.

DATA: 23 feet by 40 feet. Area, 920 square feet. Height of ceiling, 10 feet. Number of fixtures, 6. Clear bulb Mazda lamp per fixture, 1-60 watt. Distance from top of reflector to ceiling 24 inches. Approximated foot candles, 3.5.

The ceiling in this barber shop is divided into three panels and the fixtures are placed in these directly over the chairs. The remarkable high efficiency is obtained here due to the ideal conditions of tile floor and white furnishings throughout. The removal of light sources from the field of vision is most certainly desirable here, as there is nothing more annoying to a patron, than to be obliged to stare into a dazzling source of light.



III. TYPICAL BED ROOM.

DATA: 12 feet by 14 feet. Area, 168 square feet. Height of ceiling, 9 feet. Number of fixtures, 1. Clear bulb Mazda lamp per fixture, 1-60 watt. Distance from top of reflector to ceiling, 24 inches. Approximated foot candles, 9.

A very soft and evenly diffused light is obtained in this room. As can be seen on the photograph, the ceiling and walls are very light, but the furnishings are dark.



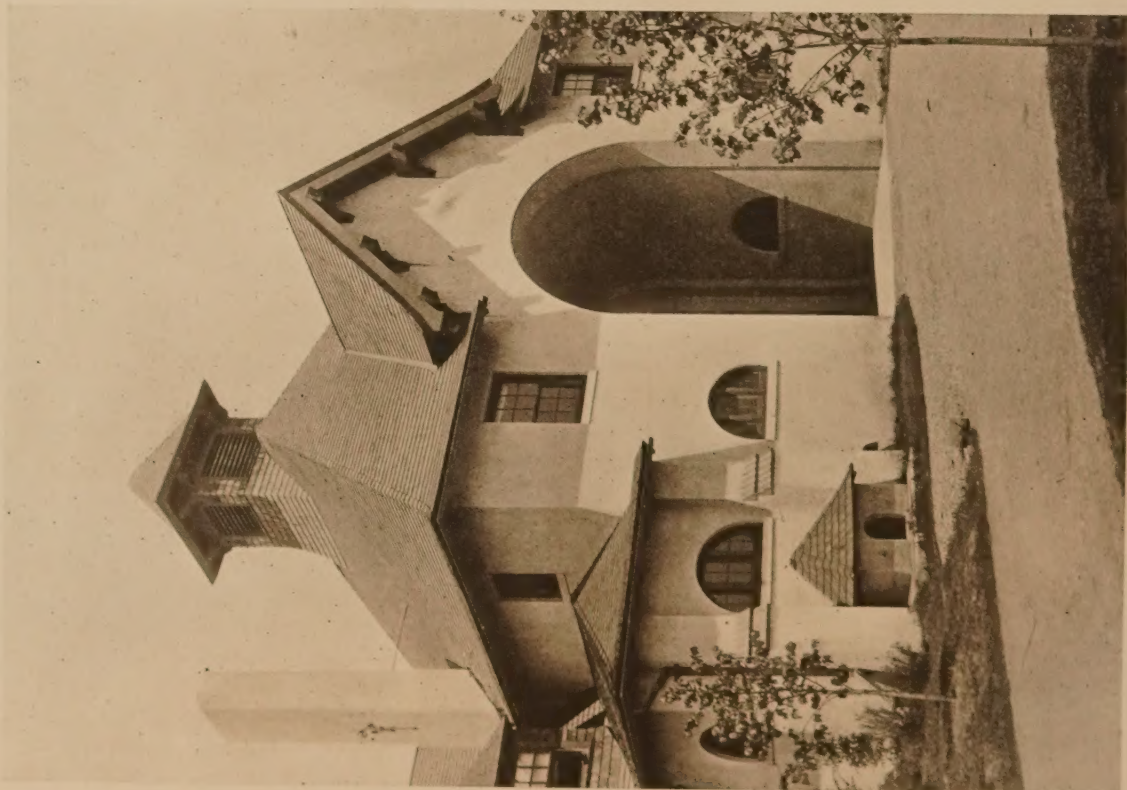
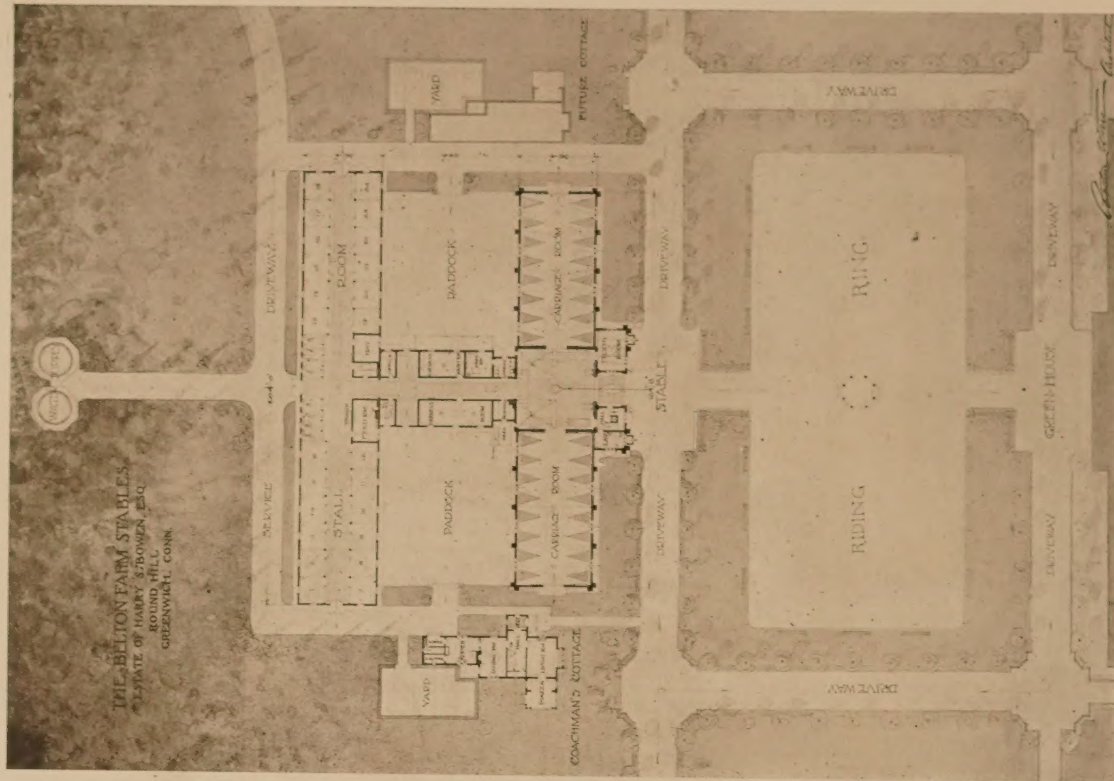
IV. CORRIDOR, OFFICE BUILDING, CHICAGO.

DATA: 16 feet by 200 feet. Area, 3,200 square feet. Height of ceiling, 18 feet. Number of fixtures, 9. Clear bulb Mazda lamps per fixture, 6-100 watt. Distance from top of reflector to ceiling, 4 feet 6 inches. Approximated foot candles, 1.9.

In regard to the decorations in this lobby, the walls are made of marble panels to a distance of twelve feet, the

(Continued page 163)





DETAIL AND PLAN. "BELTON FARM" STABLE, GREENWICH, CONN.

Arthur Ware, Architect.



(Continued from page 161)

balance being finished in plaster, as well as the ceiling; these are finished in flat white.

It may be of interest to note that for the corridors, especially those above the first floor, the distance between outlets may be as great as the side of the limiting square.



V. CAFÉ DUPONT, BOSTON.

DATA: 17 Bays, each 17 feet by 16 feet. Height of ceiling, 10 feet 6 inches. Number of fixtures per bay, 1. Clear bulb Mazda lamp per fixture, 4-60 watt. Distance from top of reflector to ceiling, 30 inches. Approximated foot candles, 2.5.

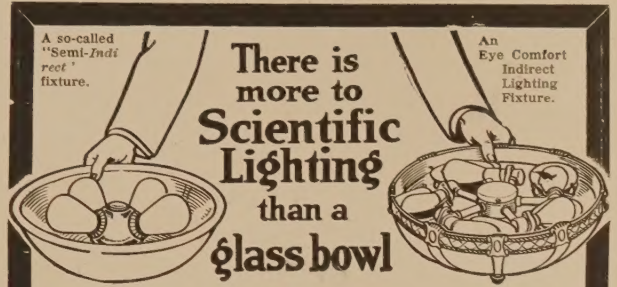
This beautiful cafe has a six foot panel of Circassian walnut, the rest being a natural light caen stone. The ceilings are light cream in color. The fixtures used in this room are known as translucent bowl fixtures.



VI. HOTEL ALBANY, DENVER.

DATA: 54 feet by 40 feet. Area, 2,160 square feet. Height of ceiling, 13 feet. Four pedestals. Clear bulb Mazda lamps per pedestal, 6-100 watt. Height of pedestal, 7 feet. Approximated foot candles, 3.

This installation shows one of the most effective applications of indirect lighting for dining rooms in which the reflector units are concealed in vase or pedestal fixtures on the floor. Pedestal, artistically treated, becomes unobstrusive among the white covers of the tables, the room is suffused with a high degree of illumination without introducing brilliant light sources. Due to the height of the white pedestal, the lamps are well above the level of the eye so that the source of illumination is not visible in any part of the room. The decorations are of old rose, producing, with the indirect lighting, a soft restful quality of illumination.

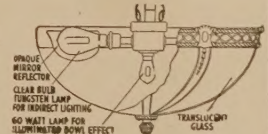


On the left is shown the so-called "Semi-Indirect" lighting fixture—an ordinary incandescent bulb which throws the light rays directly through a translucent glass bowl. There are no reflectors to give the light an indirect course. In what way is this light different from that shown by the ordinary frosted glass incandescent bulb? If such a frosted glass bulb is not an indirect lighting fixture, how can this bowl on the left be called a Semi-Indirect lighting fixture? You will get our point instantly, and you will understand why so-called Semi-Indirect lighting is not considered right in principle or practice from an illuminating standpoint by the leading men in the lighting field.

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Those fixtures are entirely different from so-called "Semi-Indirect" lighting fixtures. They are true indirect lighting fixtures in every sense. The luminosity of the bowl is for decorative effect only—the illumination of the room depends on the reflection and diffusion of light from the ceiling. Nearly all of the glass bowls that are now being misused can be converted into efficient lighting units by equipping them with X-Ray Eye Comfort Reflectors. Thus they will have all the advantages of indirect lighting fixtures, and still retain the decorative effect desired,

Look at the diagram showing section of a Luminous Bowl Eye Comfort Fixture. You will see the tungsten lamps contained in the powerful X-Ray Eye Comfort Reflectors. These throw the light to the ceiling—the only light showing through the translucent bowl is from a small lamp, so that the luminosity of the bowl is a decorative feature, soft and charming to the eyes. Thus the efficiency of real indirect lighting is in no way sacrificed but has added this decorative effect where desired. This is the only correct way to handle luminous bowl indirect lighting.



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